

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

GOTHAM INSURANCE COMPANY,

Plaintiff,

v.

SHASTA TECHNOLOGIES, LLC, et al.,

Defendants.

Case No. [13-cv-03810-BLF](#)

**ORDER GRANTING DEFENDANT'S
 PHARMATECH SOLUTION INC.'S
 ADMINISTRATIVE MOTION TO FILE
 UNDER SEAL PENDING
 DETERMINATION OF MOTION TO DE-
 DESIGNATE**

[Re: ECF 125]

Before the Court is Defendant PharmaTech Solution Inc.'s administrative motion to file under seal the LifeScan Settlement Agreement and portions of its motion to de-designate the LifeScan Settlement that reference the settlement agreement. ECF 125. During discovery, Shasta Technologies produced a LifeScan Settlement Agreement. *Id.* at 4. Because the parties could not agree on the confidentiality of the settlement agreement, the settlement agreement was produced as "Highly Confidential – Attorneys' Eyes Only." *Id.* Judge Grewal's December 7, 2015 memorialized the parties' agreement and indicated that after reviewing the settlement agreement, if it was relevant to PharmaTech's litigation positions and defenses, PharmaTech could bring the appropriate motion to de-designate the settlement agreement. *Id.*

PharmaTech has now brought a motion to de-designate the settlement agreement. ECF 126-4. Since the settlement agreement was marked "Highly Confidential – Attorneys' Eyes Only," PharmaTech has also brought this motion to file under seal the settlement agreement and portions of its motion that reference the agreement even though it believes the settlement agreement should be de-designated. ECF 125. Shasta Technologies has filed a declaration in support of PharmaTech's motion to seal. ECF 128.

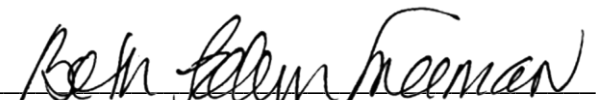
1 Courts recognize a “general right to inspect and copy public records and documents,
2 including judicial records and documents.” *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d
3 1172, 1178 (9th Cir. 2006). Two standards govern motions to seal portions of documents: a
4 “compelling reasons” standard, which applies to dispositive motions, and a “good cause” standard,
5 which applies to non-dispositive motions. *Id.* at 1179.

6 Since the confidentiality of the settlement argument is currently the subject of the motion
7 to de-designate, the Court GRANTS PharmaTech’s motion to file under seal the settlement
8 agreement and portions of its motion to de-designate the settlement agreement until the Court
9 rules on PharmaTech’s motion to de-designate.

10 The parties also appear to request that they be allowed to file under seal opposition and
11 reply briefs in connection with the motion to de-designate and redacted versions of the same
12 without having to make separate administrative motions to seal. *See* Proposed Order at 2, ECF
13 127. The local rules do not allow for a sealing order to cover prospective events. Should the
14 parties wish to file future documents under seal, they must comply with the local rules.

15 **IT IS SO ORDERED.**

16 Dated: January 27, 2016

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18 BETH LABSON FREEMAN
19 United States District Judge
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